

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE CENTRAL AFRICAN REPUBLIC
REGARDING THE CONSOLIDATION, REDUCTION, AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED BY, OR INSURED BY THE UNITED
STATES GOVERNMENT AND ITS AGENCY

The United States of America (the "United States") and the Central African Republic ("the Central African Republic") agree as follows:

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ARTICLE I

Application of the Agreement

In accordance with the recommendations contained in the Agreed Minutes on the Consolidation of the Debt of the Central African Republic, signed in Paris on April 20, 2007 (hereinafter referred to as the "Minute") by representatives of certain nations, including the United States (hereinafter referred to as "Participating Creditor Countries"), and by the representative of the Central African Republic, and in accordance with the applicable domestic laws of the United States and the Central African Republic, the United States and the Central African Republic agree to reduce, consolidate and reschedule certain Central African Republic payments with respect to debts which are owed to, guaranteed by or insured by the United States Government and its Agency, as provided for in this Agreement.

ARTICLE II

Definitions

1. "Contracts" mean those agreements or other financial arrangements which have maturities under:

(a) the bilateral debt rescheduling agreement ("Rescheduling Agreement of 1990") between the United States and the Central African Republic signed on March 22, 1990;

(b) Article III, paragraph 4 of the bilateral debt rescheduling agreement ("Rescheduling Agreement of 1994") between the United States and the Central African Republic signed on September 6, 1994;

(c) Article III, paragraph 3 of the bilateral debt rescheduling agreement ("Rescheduling Agreement of 1994") between the United States and the Central African Republic signed on September 6, 1994; and

(d) the bilateral debt rescheduling agreement ("Rescheduling Agreement of 1999") between the United States and the Central African Republic signed on September 1, 1999.

A table listing the relevant contracts to be included under the debt rescheduling is attached hereto as Annex A.

Debt service due as a result of debts described above and effected through special payment mechanisms or other external accounts is covered by this Agreement.

2. "Agency" means the Export-Import Bank of the United States ("Ex-Im Bank").
3. "Consolidation Period" means: (i) the period from December 1, 2006 through November 30, 2007, inclusive, if the conditions of Article IV, paragraph 3(a) are satisfied; (ii) the period from December 1, 2006 through November 30, 2008, inclusive, if the conditions of Article IV, paragraph 3(b) are satisfied and; (iii) the period from December 1, 2006 through November 30, 2009, inclusive, if the conditions of Article IV, paragraph 3(c) are satisfied.
4. "Rélevant Previously Rescheduled Debt" means: (a) 100 percent of the amount of principal and interest due and unpaid as of November 30, 2006, inclusive, including Late Interest Charges, under the Contracts specified in Article II, paragraph 1 of this Agreement; and (b) 100 percent of the amount of principal and

interest falling due during the Consolidation Period under the Contracts specified in Article II, paragraph 1 of this Agreement.

5. "Consolidated Debt" means: (a) 100 percent of the amount of principal and interest due and unpaid as of November 30, 2006, inclusive, including Late Interest Charges, under the Contracts specified in Article II, paragraph 1 of this Agreement, less the Relevant Previously Rescheduled Debt cancelled in Article III, paragraphs 1 and 2 of this Agreement; and (b) 100 percent of the amount of principal and interest falling due during the Consolidation Period under the Contracts specified in Article II, paragraph 1 of this Agreement, less the Relevant Previously Rescheduled Debt cancelled in Article III, paragraphs 1 and 2 of this Agreement.
6. "Interest" means interest payable on Consolidated Debt and Capitalized Interest in accordance with the terms of this Agreement. Interest shall accrue at the rates set forth in this Agreement beginning on December 1, 2006 for payments of principal and interest comprising the Consolidated Debt and for deferred payments of Capitalized Interest.
7. "Late Interest Charges" mean interest charges payable on due but unpaid amounts of principal and interest, such charges having accrued through November 30, 2006, in accordance with the terms of the Contracts, notwithstanding the payment of such principal and interest subsequent to the original due dates.
8. "Additional Interest" means interest accruing at the rates set forth in this Agreement on due but unpaid amounts of Consolidated Debt, Interest, and Capitalized Interest beginning on the respective due dates for such installments as established by this Agreement and continuing to accrue until such amounts are repaid in full.
9. "Capitalized Interest" means 100 percent of the interest accruing during the Consolidation Period on the outstanding balances of Consolidated Debt in accordance with the terms of this Agreement, calculated at the rates specified herein.

ARTICLE III

Terms and Conditions of Payment

1. The amount equal to 67 percent of that portion of the Relevant Previously Rescheduled Debt attributable to the Contracts specified in Article II, paragraphs 1(a) and 1(b) of this Agreement is hereby cancelled.

2. The amount equal to 34 percent of that portion of the Relevant Previously Rescheduled Debt attributable to the Contracts specified in Article II, paragraph 1(c) of this Agreement is hereby cancelled.
3. The Central African Republic agrees to repay the Consolidated Debt, and Interest on the Consolidated Debt, in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt shall be repaid in thirty-four (34) consecutive semi-annual installments payable on June 1 and December 1 of each year, commencing on December 1, 2014, according to the following schedule:

0.12% on December 1, 2014;	
0.20% on June 1, 2015;	0.28% on December 1, 2015
0.38% on June 1, 2016;	0.48% on December 1, 2016
0.58% on June 1, 2017;	0.70% on December 1, 2017
0.82% on June 1, 2018;	0.94% on December 1, 2018
1.08% on June 1, 2019;	1.22% on December 1, 2019
1.36% on June 1, 2020;	1.52% on December 1, 2020
1.70% on June 1, 2021;	1.86% on December 1, 2021
2.06% on June 1, 2022;	2.26% on December 1, 2022
2.46% on June 1, 2023;	2.68% on December 1, 2023
2.92% on June 1, 2024;	3.18% on December 1, 2024
3.44% on June 1, 2025;	3.70% on December 1, 2025
4.00% on June 1, 2026;	4.30% on December 1, 2026
4.64% on June 1, 2027;	4.98% on December 1, 2027
5.34% on June 1, 2028;	5.72% on December 1, 2028
6.12% on June 1, 2029;	6.54% on December 1, 2029
7.00% on June 1, 2030;	7.46% on December 1, 2030
7.96% on June 1, 2031;	

(b) The rate of Interest on Consolidated Debt and Additional Interest shall be a fixed rate of interest determined by Ex-Im Bank to be one-half of one percent (0.5%) over the per annum interest rate applicable to U.S. Treasury long-term borrowings in effect on the date of the entry-into-force of the Agreement. Ex-Im Bank shall notify the Central African Republic of the appropriate per annum rate.

A table summarizing the amount of Consolidated Debt owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 through November 30, 2007, inclusive, is attached hereto as Annex B1. A table summarizing the amount of Consolidated Debt owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 to November 30, 2008, is attached hereto as Annex B2. A table summarizing the amount of Consolidated Debt owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 to November 30, 2009, is attached hereto as Annex B3.

(c) One hundred percent (100%) of Interest accruing during the Consolidation Period on outstanding balances of Consolidated Debt shall be capitalized as installments become due. Interest on Consolidated Debt accruing after the end of the Consolidation Period shall be payable semi-annually on June 1 and December 1 of each year (each, an "Interest Payment Date"). Additional Interest shall be payable on demand.

4. The Central African Republic agrees to repay Capitalized Interest, and Interest on Capitalized Interest, in United States dollars in accordance with the following terms and conditions:

(a) Capitalized Interest, and Interest on Capitalized Interest, shall be repaid in five equal and successive annual installments, the first one to be made on December 1, 2010 and the last one on December 1, 2014, according to the following schedule:

20% on December 1, 2010
20% on December 1, 2011
20% on December 1, 2012
20% on December 1, 2013
20% on December 1, 2014

(b) The rate of interest applicable to Capitalized Interest, and Interest on Capitalized Interest, will be the rate set forth in Article III, paragraph 3(b) of this Agreement.

(c) A table summarizing the estimated amount of Capitalized Interest owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 through November 30, 2007, inclusive, is attached hereto as Annex C1. A table summarizing the estimated amount of Capitalized Interest owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 to November 30, 2008, is attached hereto as Annex C2. A table summarizing the estimated amount of Capitalized Interest owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 to November 30, 2009, is attached hereto as Annex C3.

(d) A table summarizing the estimated amount of Interest on Capitalized Interest owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 through November 30, 2007, inclusive, is attached hereto as Annex D1. A table summarizing the estimated amount of Interest on Capitalized Interest owed to the United States and its Agency if the Consolidation Period covers the period from December 1, 2006 to November 30, 2008, is attached hereto as Annex D2. A table summarizing the estimated amount of Interest on Capitalized Interest owed to the United States and its Agency if the

Consolidation Period covers the period from December 1, 2006 to November 30, 2009, is attached hereto as Annex D3.

5. Consistent with Article V, paragraph 2 of this Agreement, it is understood that adjustments may be made between the parties to this Agreement as mutually deemed necessary in the amounts of Consolidated Debt, Interest, Capitalized Interest, Interest on Capitalized Interest, Additional Interest, and Late Interest Charges.

ARTICLE IV

General Provisions

1. The Central African Republic agrees to grant the United States and its Agency treatment and terms no less favorable than those that it has accorded, or may accord, to any other creditor country or its agencies for the consolidation of debts of comparable maturities.
2. The Central African Republic will seek to secure from its external creditors not participating in the Minute, including banks and suppliers, rescheduling or refinancing arrangements on terms comparable to those set forth in the Minute for credits of comparable maturities, committing to avoid unequal treatment between creditors, as more specifically defined the Minute.
3. The provisions of Article III will apply as follows:
 - (a) from December 1, 2006 to November 30, 2007, provided that the Central African Republic continues to have an appropriate arrangement under the Poverty Reduction and Growth Facility (PRGF) with the International Monetary Fund (IMF);
 - (b) from December 1, 2006 to November 30, 2008, provided that (i) the Chairman of the Paris Club Secretariat or his designee has informed the Central African Republic in writing that the Minute has been extended into its second phase, as specified in the Minute, and (ii) the Central African Republic has made on due dates the payments referred to in the Minute;
 - (c) from December 1, 2006 to November 30, 2009, provided that (i) the Chairman of the Paris Club Secretariat or his designee has informed the Central African Republic in writing that the Minute has been extended into its third phase, as specified in the Minute, and (ii) the Central African Republic has made on due dates the payments referred to in the Minute.

4. The Central African Republic agrees to pay all Consolidated Debt, Late Interest Charges, Interest, Capitalized Interest, Interest on Capitalized Interest, and, Additional Interest, if any, to the United States and its Agency, in United States dollars, without any deductions for taxes, fees, or other public charges or costs accruing inside or outside the Central African Republic.
5. The United States and its Agency reserve the right, in their discretion, to redirect any payment made by the Central African Republic on its obligations under the Contracts or under this Agreement if the United States concludes that such action will more effectively implement the recommendations contained in the Minute as well as any subsequent actions of the Paris Club in relation to the Central African Republic. In making a decision whether to redirect such payments, the United States may take into account any factors it deems appropriate, including, but not limited to, any actions on the part of the Central African Republic that result in the Central African Republic's failure to satisfy the conditions of Article IV, paragraph 3. As used in this paragraph, "redirect" means: (1) to apply or reapply all or a portion of a payment made by the Central African Republic to either an obligation due or coming due under this Agreement or to another obligation due or coming due of the Central African Republic to the United States or its Agency; or (2) to return any amount to the Central African Republic.
6. Except as they may be modified by this Agreement, all terms of the Contracts remain in full force and effect.
7. With respect to amounts owing to Ex-Im Bank under this Agreement, the Central African Republic (referred to as the "Government" hereto) agrees to the additional terms and conditions set forth in Annex E.

ARTICLE V

Suspension or Termination

1. The United States may suspend or terminate this Agreement by giving sixty (60) days written notice to the Central African Republic. In particular, the United States may terminate all or part of this Agreement if the Participating Creditor Countries determine that the Central African Republic has not met its obligations under the Minute, including those of comparable treatment. If the United States terminates all or part of this Agreement, all debts cancelled under this Agreement shall be due and payable immediately following notification to the Central African Republic of the United States' exercise of this right of termination.
2. This Agreement may be amended or modified by the mutual written consent of the United States and the Central African Republic.

ARTICLE VI

Entry into Force

This Agreement shall enter into force following signature of the Agreement and receipt by the Central African Republic of written notice from the United States that all necessary domestic legal requirements for entry into force of the Agreement have been fulfilled.

Done at Bangui, in the English and French language, both texts being equally authentic, in duplicate, this day of , 2008.

FOR THE UNITED STATES
OF AMERICA:


The seal is circular with the text "EMBASSY OF THE UNITED STATES OF AMERICA" around the top and "BANGUI" at the bottom. In the center is the Great Seal of the United States.

FOR THE CENTRAL AFRICAN
REPUBLIC:


The seal is circular with the text "MINISTERE DES FINANCES" at the top and "ET DU BUDGET" at the bottom. In the center, it says "Le Ministre".
20 FEB 2008

Annex A

Contracts Subject to Rescheduling

Export-Import Bank Loan Numbers:

R-132

R-203

R-241

Annex B1

Summary of Consolidated Debt

If the Consolidation Period covers the period December 1, 2006 through November 30,
2007
(thousands of U.S. dollars)

Ex-Im \$2,991

Total \$2,991

Annex B2

Summary of Consolidated Debt

If the Consolidation Period covers the period December 1, 2006 through November 30,
2008
(thousands of U.S. dollars)

Ex-Im \$3,394

Total \$3,394

Annex B3

Summary of Consolidated Debt

If the Consolidation Period covers the period December 1, 2006 through November 30,
2009
(thousands of U.S. dollars)

Ex-Im: \$3,750

Total \$3,750

Annex C1

Estimate of Capitalized Interest
for the period December 1, 2006 through November 30, 2007, inclusive
(thousands of U.S. dollars)

Ex-Im \$145

Total \$145

Annex C2

Estimate of Capitalized Interest
for the period December 1, 2006 through November 30, 2008, inclusive
(thousands of U.S. dollars)

Ex-Im \$311

Total \$311

Annex C3

Estimate of Capitalized Interest
for the period December 1, 2006 through November 30, 2009, inclusive
(thousands of U.S. dollars)

Ex-Im \$498

Total \$498

Annex D1

Estimate of Deferred Interest on Capitalized Interest
for the period December 1, 2006 through November 30, 2007, inclusive
(thousands of U.S. dollars)

Ex-Im \$2

Total \$2

Annex D2

Estimate of Deferred Interest on Capitalized Interest
for the period December 1, 2006 through November 30, 2008, inclusive
(thousands of U.S. dollars)

Ex-Im \$12

Total \$12

Annex D3

Estimate of Deferred Interest on Capitalized Interest
for the period December 1, 2006 through November 30, 2009, inclusive
(thousands of U.S. dollars)

Ex-Im \$28

Total \$28

Annex E

Additional Terms and Conditions with Respect to
Amounts Owed to Ex-Im Bank

The Government of the Central African Republic (hereinafter referred to as the "Government"), agrees to the following additional terms and conditions with respect to the amounts owing to Ex-Im Bank, guaranteed by Ex-Im Bank, or insured by Ex-Im Bank, pursuant to the attached Agreement between the United States of America and the Government:

A. Representations. The Government represents and warrants that it has taken all actions necessary or advisable under its laws and regulations to authorize the execution, delivery and performance of this Agreement and that this Agreement constitutes the valid and binding obligations of the Government, enforceable against the Government in accordance with its terms and for the performance of which the full faith and credit of the Government is pledged. The Government acknowledges that the activities contemplated by this Agreement are commercial in nature rather than governmental or public and agrees that, to the extent that it has or hereafter may acquire immunity from suit, judgment and/or execution, it will not assert or claim any such right of immunity with respect to any action by Ex-Im Bank to enforce the Government's obligations under this Agreement.

B. Miscellaneous Provisions.

1. Expenses. The Government shall pay on demand all reasonable costs and expenses incurred by or charged to Ex-Im Bank in connection with or arising out of this Agreement, including without limitation costs and legal fees incurred by or charged to Ex-Im Bank in connection with the enforcement of this Agreement.

2. Adjustments. On or about 135 days after the execution of this Agreement, Ex-Im Bank shall inform the Government of the actual amounts to be reduced hereunder. The parties hereto agree to make any necessary adjustments to the amounts being reduced.

3. Communications. All communications between the Government and Ex-Im Bank under this Agreement shall be in writing, in the English language (or accompanied by an accurate English translation). All communications to the Government shall be addressed to the Government at the address designated by the Government from time to time in writing to Ex-Im Bank; all communications to Ex-Im Bank shall be addressed to Ex-Im Bank at the following address:

Export-Import Bank of the United States
811 Vermont Avenue, N.W.
Washington, D.C. 20571
Attention: Treasurer-Controller

Telex: 89461 EX-IM BANK WSH
197681 EXIM UT
Facsimile: (202) 565-3890
Reference: Ex-Im Bank Loan R-302

Payment Instructions:

U.S. Treasury Department
021030004
TREAS NYC/CTR/
BNF=/AC-4984 OBI=
EXPORT-IMPORT BANK
Due _____ on EIB Loan No R-302
From _ The Central African Republic

4. Business Day. Whenever any payment would otherwise fall due would otherwise fall due on a day which is not a Business Day, the due date for payment shall be the immediately succeeding Business Day. "**Business Day**" shall mean any day on which (a) the Federal Reserve Bank of New York is open for business, (b) dealings in U.S. Dollar deposits are carried on in the London interbank market and (c) commercial banks in London and New York City are open for domestic and foreign exchange business.

5. Application of Payments. Ex-Im Bank shall apply payments received by it under this Agreement (whether at stated maturity, prepayment or otherwise) in the following order of priority, or as otherwise determined by Ex-Im Bank:

- (a) default interest;
- (b) ordinary interest;
- (c) principal due;
- (d) installments of principal not yet due in inverse order of maturity;
- (e) all other amounts due under this Agreement or the Contracts and not otherwise provided for in this Section 5; and
- (f) ratably to those principal installments due on the same date.

6. Prepayments. The Government shall have the right to prepay on any Interest Payment Date all or any part of the principal then outstanding under the Agreement; provided that the Government shall have paid all amounts due and payable under this Agreement as of the date of such prepayment, together with Interest which has accrued to the date of prepayment on the amount prepaid. Any such prepayment shall be applied by Ex-Im Bank to the outstanding installments of principal in the inverse order of their

scheduled maturity, and if applicable, ratably to those installments maturing on the same date, or as otherwise determined by Ex-Im Bank.

7. Calculation of Interest. Interest shall be computed on the basis of the actual number of days elapsed, using a 365-day year.